

Volunteer Liability Waiver and Release Form

Volunteer Name: _____ (“Volunteer”)

Birth Date: _____

Contact E-mail (required): _____

Parent or Legal Guardian Email (required if Volunteer is under age 18): _____

Address: _____

Phone: _____

Emergency Contact

Name: _____

Relationship to Participant: _____

Phone Number: _____

Check here if interested in becoming a PHS member.

Check here if interested in learning more about PHS volunteer opportunities.

VOLUNTEERS MUST COMPLETE THE LIABILITY WAIVER AND RELEASE FORM

PARENT/LEGAL GUARDIAN SIGNATURE IS REQUIRED IF VOLUNTEER IS UNDER AGE 18

The Pennsylvania Horticultural Society
100 N. 20th Street, 5th Floor
Philadelphia, PA 19103
(215) 988-8800



ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

The undersigned **Volunteer**, or **Parent/Legal Guardian** of Volunteer if Volunteer is under age 18 (hereafter referred to using “I”, “me”, or “my”), hereby voluntarily requests permission from The Pennsylvania Horticultural Society (“PHS”) to participate as a Volunteer.

I understand that I am under no compulsion from PHS to be a Volunteer. I understand and agree that my participation as a Volunteer is completely voluntary and that I am not an employee or contractor of PHS or entitled to any related benefits including, but not limited to, workers compensation and/or disability benefits.

IN CONSIDERATION OF PHS PERMITTING ME TO PARTICIPATE AS A VOLUNTEER AND/OR UTILIZE THE SERVICES, PROGRAMS, OR FACILITIES OF PHS, I HEREBY AGREE AS FOLLOWS:

General Liability Assumption of Risk, Waiver, and Indemnification:

I represent and warrant that I have inquired about or otherwise understand the risks of injury that may result from my participation as a Volunteer and I have satisfied myself that I am able to participate safely. I also represent and warrant that I have considered the restrictions on participation for my age group set forth in Appendix B. I understand that unanticipated and unexpected injuries and/or damage could result from my participation as a Volunteer and I freely assume all such risks.

I agree not to sue and agree to waive, release, discharge, hold PHS harmless from, and indemnify PHS for any and all claims, damages, and liabilities for personal injury, death, or property damage of any kind or description whatsoever related to my participation as a Volunteer. This waiver and release is effective as the date of my signing this agreement and thereafter, and I realize that it binds not only me but anyone who might currently or in the future possess the right to sue on my behalf. Likewise, I agree that this waiver and release of injuries shall apply not only to PHS, but also to its past, present, and future directors, officers, partners, agents, employees, attorneys, representatives, affiliates, subsidiaries, divisions, predecessors, successors and assigns, if any.

MEDIA RIGHTS: I hereby grant PHS the right to use my name, likeness, voice, and biographical information in connection with this volunteer event in any related promotions by PHS under its guidance, including publications and websites.

COVID-19 Assumption of Risk, Waiver, and Indemnification:

I acknowledge that the novel coronavirus and the disease it causes (hereafter “COVID-19”) has been declared a worldwide pandemic and that COVID-19 is extremely contagious and evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.



I understand that PHS has put in place preventative measures to reduce the spread of COVID-19, but that PHS **cannot guarantee** that I will not become infected with COVID-19, nor can PHS prevent against the presence of COVID-19. Further, I understand that certain volunteer work with PHS will not be conducted on PHS-owned property and, thus, PHS will have limited or no control over any preventative measures in place to reduce the spread of COVID-19. I also understand that participating with PHS as a Volunteer could **increase my risk** of contracting COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to, or infected by, COVID-19 in participating as a Volunteer with PHS and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to, or infected by, COVID-19 while participating as a Volunteer with PHS may result from the actions, omissions, or negligence of myself and others, including, but not limited to, PHS employees, volunteers, and representatives. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, illness, disability, and/or death I, or those I come in contact with, experience related to my participation as a Volunteer with PHS.

RELEASE/WAIVER: I hereby forever release and waive my right to bring suit or pursue any action or claim for damages against PHS and its past, present, and future directors, officers, partners, agents, employees, attorneys, representatives, affiliates, subsidiaries, divisions, predecessors, successors and assigns, if any, in connection with exposure, infection, and/or spread of COVID-19 related to my participation as a Volunteer with PHS. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and that I give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THE FOREGOING WAIVER AND RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISKS AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE. I further acknowledge that I have had a full and fair opportunity to review this waiver and release, including review with my own legal counsel if desired, and that I am executing it voluntarily with full knowledge and understanding of its significance, meaning, and binding effect.

Appendix B
Restricted Volunteer Activities, by Age
(as recommended by Federal Labor Laws)

Age	Restrictions on Volunteer Activities
18+ years of age	No restrictions
16-17 years of age	No restrictions, except for operation of heavy equipment, to include: backhoes, bulldozers, graders, trenchers, pavers, compactors, pile driving/boring Machines. May volunteer for cashiering.
14-15 years of age	Same restrictions as 16-17 years of age, plus restricted from operating power-driven mowers and/or cutters and restricted from loading/unloading trucks. May not volunteer for cashiering.
Under 14 years of age	Restricted from cashiering, operation of heavy and/or light equipment, and loading/unloading trucks. May participate in Community Service activities, not previously excluded, under the supervision of parents/guardians.

(Signature of Volunteer)

I am of legal age and am freely acknowledging this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

(Signature of Parent/Legal Guardian if Volunteer is Under 18)

I am the parent or legal guardian of the Volunteer. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.